

**INSTRUCTIONAL AGREEMENT
FOR DUAL CREDIT CLASSES
BETWEEN
CLARENDON COLLEGE
AND THE
FORT ELLIOTT INDEPENDENT SCHOOL DISTRICT
ACADEMIC YEAR: 2021-2022**

This agreement, made and entered into, by and between Clarendon College, a Texas political subdivision of higher education (referred to herein as the "College," the "College District," or "Clarendon College"), and Fort Elliott Independent School District, a Texas independent school district (referred to herein as the "School District"), evidences the following:

I. PURPOSE

Clarendon College and the Fort Elliott Independent School District support and believe in a partnership that will provide opportunities for qualified high school students to participate in early admission classes, to participate in dual credit classes, to participate in Tech-Prep programs and to participate in dual credit occupational-technical classes, all of which may allow the high school student to receive both high school and college-level credit for successfully completing college-level courses. Therefore, Clarendon College agrees to provide college-level instruction for the School District. Further, the College and the School District agree that it is the responsibility of the College to grant college credit, and it is the responsibility of the School District to grant high school credit.

II. DUAL CREDIT PROGRAM GOALS

According to Texas HB 1638, Clarendon College has established four overall goals that guide every facet of the Dual Credit program:

Goal 1: In conjunction with partner independent school districts and institutions, Clarendon College will utilize meaningful and relevant outreach strategies to ensure that students and parents are given information regarding all aspects of the Dual Credit program, including benefits of participation, enrollment and financial policies.

Goal 2: The Dual Credit program will facilitate effective and collaborative procedures that ensure students successfully transition to post-secondary education as well as accelerate through degree programs for maximum student success and achievement.

Goal 3: Every Dual Credit student will receive and have continual access to advising in academic and college readiness domains as well as support services that will help in the successful completion of post-secondary courses.

Goal 4: Dual Credit courses offered will be of the highest academic quality and offer a rigorous post-secondary curriculum that will be sufficient enough to ensure student success in all other post-secondary courses taken.

III. STUDENT ELIGIBILITY REQUIREMENTS

Students enrolled within the School District may be eligible to participate in dual credit/early admission classes at Clarendon College based of the following conditions:

1. A high school student who seeks to enroll in an academic course(s), a transfer course(s), or courses leading to an Associate Degree may be admitted if the student:
 - a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of an assessment instrument approved by the Texas Higher Education Coordinating Board (THECB), or
 - b. Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative.
2. An high school student is also eligible to enroll in dual credit courses under the following conditions:
 - a. The student achieves score of 480 on evidenced-based reading and writing (EBRW) and 530 on mathematics (no combined score is required).
 - b. The student achieves a composite score of 23 on the ACT with a 19 or higher in mathematics and English;
 - c. The student TSI Assessment scores 950 OR < 950 AND a diagnostic level of 6 in mathematics and reading scores of 945 AND 5+ essay score OR < 945 AND a diagnostic level of 5 or 6 AND 5+ essay score on the objective part.
 - d. The student achieves on the STAAR end-of-course (EOC) exams a minimum score of 4000 on the English II end of course exam and a minimum score of 4000 on the Algebra I end of course exam with successful completion of high school Algebra II.
 - e. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of any other assessment instrument approved by the THECB.
3. A high school student is eligible to enroll in workforce education dual credit or concurrent enrollment classes if the student demonstrates that he or she has achieved the minimum high school-level competencies in the areas of Mathematics and/or English/Language Arts as required for entry into the workforce program. a. A student may enroll only in those workforce-education dual credit courses for which the student has demonstrated eligibility. b. A student who is exempt from taking an exit-level test may be otherwise evaluated by the College to determine eligibility for enrolling in a workforce education dual credit course(s).
4. A student who has been enrolled in a non-traditional program of study (i.e., a home school or a non-accredited high school) and who is now enrolled within the School District must satisfy paragraphs 1, 2, or 3 of this subsection.
5. To be eligible for enrollment in a dual credit course offered by the College, a student must meet all of the College's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
6. In the case of certain emergencies such as hurricane, pandemic or other forced closures and the previously mentioned measurements are not available, both the College and the ISD will employ holistic advising to ensure proper student eligibility.

IV. LOCATION AND STUDENT COMPOSITION OF CLASSES

1. Dual Credit/Concurrent Credit courses may be taught on the College campus or on the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, the College shall comply with all applicable rules and procedures relating to distance education and off-campus instruction, as promulgated by the THECB.
2. Dual credit courses may be composed of dual credit students only or a class may be composed of dual credit students and regular college-credit students. Exceptions for a mixed class, a class composed partly of students enrolled for high school credit only and partly of students enrolled for early admission, concurrent, AP, and/or college credit, may be allowed under one of the following conditions:
 - a. If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the high school is otherwise unable to offer such a course;
 - b. If the course involved is limited to dual credit students and College Board Advanced Placement students; or,
 - c. If the course is a career and technology/college workforce course and high school credit-only students are able to earn articulated college credit.
3. Students must be registered for college credit by the official census date for the dual credit course; otherwise, the student will not be considered a dual credit student and will not be awarded college credit for the course.
4. It is the responsibility of the high school principal of the School District, or designee, to certify to the College that these requirements have been met, and it is the responsibility of the College to verify that classes are taught in compliance with this section. Further, should it be determined that this section has been violated, at the sole discretion of the College, the College may deny credit to any single student and/or all students who participated in an unapproved mixed class.
5. Early Admissions/Dual Credit classes regardless of location will follow an approved College calendar.

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

1. The College will select, supervise, and evaluate instructors for courses which result in the award of college credit. The College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the College.
2. All instructors must meet the requirements of the College and the minimal requirements as specified by the Commission on Colleges of the Southern Association of Colleges and Schools.
3. Instructors teaching courses which result in the award of college credit will be regularly employed faculty members of the College or must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the courses at the main campus of the College. All faculty selected by the College to teach early admission or concurrent enrollment classes will be considered employees of the College and will be compensated by the College in accordance with College policy, procedures, and guidelines.
4. Applications for employment and official transcripts from each college or university attended will be kept on file at the College.

VI. ELIGIBLE COURSES

1. Academic courses offered for Dual Credit must be identified as a college-level academic course in the current edition of the Community College General Academic Course Guide Manual (ACGM) and must be simultaneously identified by the College as a course that has been included in the College's core curriculum. Courses offered as Early Admission courses and taken at the College's main campus must be identified as a college-level academic course in the current edition of the ACGM and may or may not be included in the College's core curriculum. College-level technical courses offered by the College must be included in an approved Tech-Prep, Associate of Applied Science (AAS) Degree, or certificate program.
2. Remedial and developmental courses may not be offered for concurrent course credit and are not eligible courses under this agreement.
3. Approved courses being taught for Dual Credit (academic or technical) and/or Early Admission credit, courses which result in college-level credit, must follow the College syllabus. It is the responsibility of the School District to work with the College to align the high school curriculum with the college course syllabus.
4. A course equivalency crosswalk of dual credit courses and high school classes are included in Exhibit A.

VII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

1. The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, rigor, and method of student evaluation. These standards shall be upheld regardless of the student composition of the class.
2. Identified course outcomes/learning objectives must meet all college requirements.
3. The regular academic policies applicable to courses taught at the College's main campus will apply to the dual credit and early admissions courses. These policies include an appeal process for disputed grades, drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.
4. Textbooks should be identical to those approved for use on the main campus. Should an instructor propose an alternative textbook, the textbook must be approved in advance by the appropriate instructional department of the College and the Vice President of Academic Affairs. Other instructional materials for early admission or concurrent courses must be identical or at an equivalent level to materials used on the main campus of the College.
5. Courses which result in college-level credit will follow the standard grading practices of the College, as identified in College policy and as set forth in the appropriate course syllabus. Whereas, the College uses a letter grade and the ISD requires a numeric grade, faculty teaching dual credit courses will report a letter grade as required by College policy and as outlined in the syllabus to the College, and will report a numeric grade to the ISD. The ISD is responsible for recording the numeric grade in accordance with their established policies and guidelines.
6. Faculty, who are responsible for teaching dual credit and/or early admission enrollment classes, are responsible for keeping appropriate records, certifying census day class rolls at the beginning of the semester, providing interim reports, certifying final grade reports at the end of the semester, certifying attendance, and providing other reports and information as may be required by the College and/or the School District.

VIII. STUDENT AND EDUCATIONAL SUPPORT SERVICES

1. Students in dual credit courses shall be eligible to utilize the same or comparable support services that are afforded to college students on the main campus. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, learning resources (e.g., library resources), and other benefits for which the student may be eligible.
2. Student Services.
 - a. The College agrees to provide appropriate academic support services, including academic advising/counseling, to students who are participating in dual credit and/or early admissions classes. Further, the College agrees to assist students in completion of the admission and registration forms and to provide for an appropriate and accessible registration process.
 - b. The School District agrees to work with the College to provide an appropriate and accessible registration process and agrees to assist students in the completion of the admission and registration forms. The School District further agrees to provide official high school transcripts, test scores, and such certifications that may be required by the College during the admission and registration process.
 - c. The College and the School District agree to work together to plan and to try to schedule early admission and/or concurrent enrollment classes a semester in advance of offering the course(s).
3. Learning Resources.
 - a. The College agrees to grant to the students of the School District enrolled in Clarendon College courses the same rights, privileges, and access to the library's collections and services as students enrolled in courses on the Clarendon College campuses. In addition, Clarendon College will offer these students access to the library's electronic information resources through the Internet, subject to the College's licensing contracts with its vendors and available technology.
 - b. The School District agrees to allow those students currently enrolled in Clarendon College courses, within the School District's facilities, access to the information resources available in the district. These students are under the same rules and regulations as other students of the district and are subject to the same fines and penalties.
 - c. Clarendon College and the School District agree that if at the end of a semester, there are overdue materials belonging to one institution which were used in the completion of the other's course, the lending library will notify the other so that the student's record will show the obligation. Each library will take steps consistent with their policies and procedures to ensure that the past due books and/or materials are returned in as an expedient a manner as possible. Upon return of the material the lending library will notify the other that the student has cleared their obligation.
 - d. Clarendon College will, in conjunction with the partner institution, consider the use of free or low-cost open educational resources in courses offered via the Dual Credit program.
 - e. To be eligible for these privileges a Clarendon College student must present proof of current enrollment. This may take the form of, but is not limited to, a current student ID card, bill for registration, or a class schedule.

IX. TRANSCRIPTING OF CREDIT

1. For technical and academic dual credit and/or early admission courses which may result in college-level credit, Clarendon College will transcript all course work in accordance with the College's normal policies and procedures immediately following the end date of the course. Furthermore, the College agrees to make available in the same manner as it does to its regular college students an official college transcript of credits that may be sent to the college, university, or other location of the student's choice.
2. For technical and academic early admission or concurrent courses which may result in high school-level credit, the School District will transcript all course work in accordance with the School District's normal policies and procedures immediately following the end date of the course. Further, the School District agrees to make available in the same manner as it does to its other students an official high school transcript that may be sent to other schools, colleges, or locations, as the student so designates.

X. FUNDING

1. State Funding.
 - a. State funding for concurrent credit courses will be available to both the School District and the College based upon the current agreement between the Commissioner of Education and the Commissioner of Higher Education. In accordance with this agreement, the College may claim state funding for all students enrolled for college-level credit in a concurrent course; the School District may claim full funding for all students enrolled in a concurrent course.
2. College Tuition and Fees.
 - a. Clarendon College tuition for online dual credit courses is set in accordance with addendum A.
 - b. Clarendon College agrees to charge the standard tuition and fees as approved by the Clarendon College Board of Regents and as published in the Clarendon College Catalog. The Clarendon College Board of Regents reserves the right to change the policies and procedures of the College, without notice, including tuition and fees, in accordance with the cost of instruction and state laws.
 - c. The School District agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.
 - d. Clarendon College and the School District agree that tuition and fees which are to be paid by the student are due and payable in full at the time of registration. If the School District alone is to be responsible for payment of a student's tuition and fees, Clarendon College agrees to bill the School District immediately following registration. The School District agrees to settle all account receivables with Clarendon College within 30 days of the billing date. Students whose tuition and fees are not paid by the official college census day of the class or who do not have a valid account receivable as of the official college census date will be dropped from the college roll and must be removed from the class in accordance with Section I Part 3 of this agreement.
3. Drops and Withdrawals - Tuition and Fee Refunds.
 - a. If for any reason it becomes necessary for a student who has registered for a Clarendon College class to withdraw or drop the class, the College and the School District agree that it is the responsibility of the student to officially withdraw or drop the college course.
 - b. A student may add or drop a course prior to the official census date for the course. Students who drop prior to the official college census date will not receive a college grade of any kind; tuition and fees will be refunded in

accordance with the College approved refund schedule.

- c. A student may withdraw from a course with a grade of "W" any time after the census date for the semester and on or before the end of the 12th week of a long semester or on or before the last day to drop a class of a term as designated in the college calendar. Students attending class on or off campus may initiate a withdrawal through the Counseling Center at Clarendon College or in a manner prescribed by the Registrar's Office. A student who discontinues class attendance and does not officially drop the course on or before the last day to drop a course will receive a performance grade for the course.
- d. Students who officially withdraw from the College shall have their tuition and mandatory fees refunded according to the official refund policy schedule. Tuition and fees paid directly to Clarendon College by the School District, sponsor, donor, or scholarship fund shall be refunded to the source rather than directly to the student.

XI. TERMS OF THE AGREEMENT

This agreement shall not become effective unless and until approved by the Clarendon College Board of Regents and the Board of Trustees of the Fort Elliott Independent School District. If so approved, the Agreement shall be for the 2021-2022 academic year.

The agreement may be amended or extended by written addendum to this agreement.

If it is the intention of one party to terminate this agreement, the one party shall provide a one hundred twenty (120) day written notice to the other party of their intention to terminate this Agreement.


All notices and communications related to this agreement shall be addressed to the respective educational administrator.

Approved by the Clarendon College Board of Regents, executed by Clarendon College, and signed by its President.

 Date 4/10/2021

Mr. Texas D. "Tex" Buckhaults, President

Approved by the Fort Elliott Independent School District Board of Trustees, executed by the Fort Elliott Independent School District, and signed by its Superintendent.

By  Date 4-9-2021

Frank Belcher, Superintendent